

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 2/23/2012

Action Requested By:  
Landscape  
Management

Agenda Item Type  
Resolution

Subject Matter:

Special employee agreement between the City of Huntsville and Karen L. McCallie

Exact Wording for the Agenda:

Special employee agreement between the City of Huntsville and Karen L. McCallie

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

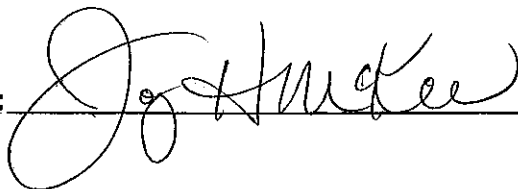
This agreement will allow for normal office operations to continue within Landscape Management, Operation Green Team and Cemetery until a replacement can be hired and trained in this position.

Associated Cost: 10875.60

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:



Date: 2/3/2012

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 2/23/2012

Department Contact: Joy McKee

Phone # 256-427-5048

Contract or Agreement: Special Employment Agreement With Karen McCallie

Document Name: 20120223 McCallie Contract

City Obligation Amount: \$10875.60

Total Project Budget:

Uncommitted Account Balance:

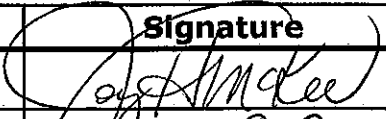


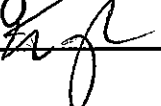
Account Number: 01-7100-0101-5201

## Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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## Grant-Funded Agreements

<u>Select...</u>	Grant Name: <u></u>
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Department	Signature	Date
1) Originating		2-3-12
2) Legal		2-15-12
3) Finance 		2/15/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 12-\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Karen McCallie, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KAREN MCCALLIE" consisting of two (2) pages and the date of February 23, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of February, 2012.

\_\_\_\_\_  
President of the City Council  
Of the City of Huntsville,  
Alabama

APPROVED this the 23rd day of February, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND KAREN L. MCCALLIE

STATE OF ALABAMA                     )  
COUNTY OF MADISON                 )

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND KAREN L. MCCALLIE

**THIS AGREEMENT** is made and entered into on the 23rd day of February, 2012, by and between Karen L. McCallie, an individual, ("McCallie") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. McCallie shall be employed by the City of Huntsville as Landscape Management Administrative Aide in the Landscape Management Department.

2. McCallie is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, McCallie shall report to the Director of Landscape Management.

3. The term of this contract shall be for a period of one (1) month commencing on March 5, 2012 and shall automatically renew for five (5) additional one month terms unless either party gives notice to the other party of its intent not to renew at least fifteen (15) days prior to the expiration of the current term.

4. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.

5. During the term of this contract, McCallie shall work when requested by her supervisor and shall be paid an hourly rate of \$23.85, not to exceed nineteen (19) hours per week.

6. The City shall provide McCallie a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

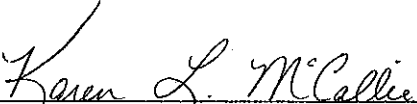
\_\_\_\_\_  
President of the City Council  
City of Huntsville, Alabama  
Date: February 23, 2012

7. McCallie shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

8. McCallie acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. McCallie agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

  
\_\_\_\_\_  
Karen L. McCallie, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Charles E. Hagood  
ITS: Clerk-Treasurer